

B 210A (Form 210A) (12/09)

## UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc., et al.

Case No. 08-13555 (JMP)

### PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of a portion of the claim referenced in this evidence and notice.

Elliott Associates, L.P.

Name of Transferee

Deutsche Bank AG, London Branch

Name of Transferor

Name and Address where notices to transferee should be sent:

c/o Elliott Management Corporation

40 West 57<sup>th</sup> Street

New York, N.Y. 10019

Attn: Michael Stephan

Email mstephan@elliottmgmt.com

Phone: (212) 478-2310

Fax: (212) 478-2311

Last Four Digits of Acct #: \_\_\_\_\_

Court Claim # (if known): 55814

Amount of Claim: Please see attached schedule

Date Claim Filed: 10/29/2009

Phone: +44 20 7547 7173

Last Four Digits of Acct#: \_\_\_\_\_

Name and Address where notices to transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Elliott Associates, L.P.

By: Elliott Capital Advisors, L.P., as general partner

By: Braxton Associates, Inc., as general partner

By: 

Elliot Greenberg, Vice President

By: \_\_\_\_\_  
Transferee/Transferee's Agent

Date: April 10, 2013

**PARTIAL Transfer of LBHI Claim # 55814  
PROGRAM SECURITY**

**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **DEUTSCHE BANK AG, LONDON BRANCH** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **ELLIOTT ASSOCIATES, L.P.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) Seller's right, title and interest in and to such portion of Proof of Claim Number 55814 filed by or on behalf of Seller's predecessor-in-title (a copy of which is attached at Schedule 2 hereto) (the "Proof of Claim") as is specified in Schedule 1 hereto (the "Purchased Portion") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Portion, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Portion or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Portion, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Portion, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Portion, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Portion, but only to the extent related to the Purchased Portion, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Portion and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Portion specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 16 day of March 2012.

DEUTSCHE BANK AG, LONDON BRANCH

By:   
Name:  
Title:

Ross Miller  
Director

By:   
Name:  
Title:

Michael Sutton  
Managing Director

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., General Partner  
By: Braxton Associates, Inc., General Partner

By: \_\_\_\_\_

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

c/o Elliott Management Corporation  
40 West 57th Street, 30th Floor  
New York, NY 10019  
ATTN: Michael Stephan  
Phone: 212-478-2310

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 16 day of March, 2012.

**DEUTSCHE BANK AG, LONDON BRANCH**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Winchester House  
1, Great Winchester Street  
London EC2N 2DB  
ENGLAND  
Attn: Michael Sutton

**ELLIOTT ASSOCIATES, L.P.**  
By: Elliott Capital Advisors, L.P., General Partner  
By: Braxton Associates, Inc., General Partner

By:  \_\_\_\_\_  
**ELLIOT GREENBERG**  
**VICE PRESIDENT**

c/o Elliott Management Corporation  
40 West 57th Street, 30th Floor  
New York, NY 10019  
ATTN: Michael Stephan  
Phone: 212-478-2310

Schedule I

Transferred Claims

Purchased Portion

40.08546% of Seller's interest in solely that claim that is referenced in line item number 54 of the Proof of Claim with ISIN CH0027120606 as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 82.52036% of the claim that is referenced in line item number 54 of the Proof of Claim).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Blocking Number	Issuer	Guarantor	Principal/Notional Amount	Maturity
SWX001	CH0027120606	CH100164SUW A42-2053	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHF 3,940,000.00	1/31/2012

DB Ref: 861807

Schedule 1-1

Copy of Proof of Claim 55814

Schedule 2

CS Entity: Neue Aargauer Bank AG

ISIN	Denominational Currency	Total Holdings at each (Sub-)Custodian		Euroclear Bank S.A. Account No. 94285		SIX SIS AG Account No. 20004518	
		Nominal	Units	Nominal	Units	Blocking No	Blocking No.
XS0336151088	EUR	220,000	-	220,000	-	9464934	-
XS0325369725	USD	32,000	-	32,000	-	9464935	-
XS0339537804	USD	20,000	-	20,000	-	9464936	-
XS0186883798	USD	1,090,000	-	1,090,000	-	9464937	-
XS0187966949	USD	573,000	-	573,000	-	9464938	-
XS0204933997	USD	1,447,000	-	1,447,000	-	9464939	-
XS0266486025	USD	30,000	-	30,000	-	9464940	-
XS0268033908	EUR	80,000	-	80,000	-	9464941	-
XS0347732892	USD	58,000	-	58,000	-	9464942	-
XS0246082043	EUR	32,000	-	32,000	-	9464943	-
XS0258947745	EUR	-	27	-	27	9464944	-
ANN5214A8303	CHF	-	359	-	359	9464945	-
XS0186243118	CHF	3,362,000	-	3,362,000	-	9464946	-
XS0267329307	CHF	-	101	-	101	9464947	-
CH0026985082	CHF	340,000	-	-	-	-	CH100164SUWAA42-2014
CH0027120683	CHF	830,000	-	-	-	-	CH100164SUWAA42-2015
CH0027120689	EUR	212,000	-	-	-	-	CH100164SUWAA42-2016
CH0027120796	CHF	4,426,000	-	-	-	-	CH100164SUWAA42-2017
CH0027120812	CHF	45,000	-	-	-	-	CH100164SUWAA42-2018
CH0027120820	EUR	18,000	-	-	-	-	CH100164SUWAA42-2019
CH0027120887	CHF	30,000	-	-	-	-	CH100164SUWAA42-2020
XS0210414750	GBP	10,000	-	10,000	-	9464948	-
XS0252834576	EUR	50,000	-	50,000	-	9464949	-
XS0302356737	EUR	-	52	-	52	9464950	-
XS0339537390	EUR	63,000	-	63,000	-	9464951	-
XS0337337710	CHF	220,000	-	220,000	-	9464952	-
XS0234123650	CHF	159,000	-	159,000	-	9464953	-
XS0330222984	CHF	-	35	-	35	9464954	-
XS0328084810	USD	42,000	-	42,000	-	9464955	-
XS0349857317	USD	10,000	-	10,000	-	9464956	-
XS0128857413	EUR	20,000	-	20,000	-	9464957	-
XS0223590612	CHF	277,000	-	277,000	-	9464958	-
XS0262353831	EUR	86,000	-	86,000	-	9464959	-
XS0316527495	USD	7,000	-	7,000	-	9464960	-
XS0329812084	CHF	135,000	-	135,000	-	9464961	-
ANN5214R2547	CHF	-	785	-	785	9464962	-

CS Entity: Neue Aargauer Bank AG

ISIN	Denominational Currency	Total Holdings at each (Sub-)Custodian			Euroclear Bank S.A. Account No. 94285			SIX SIS AG Account No. 20004518		
		Nominal	Units		Nominal	Units	Blocking Nd	Nominal	Units	Blocking No.
XS0187967160	CHF	2,284,000	-		2,284,000	-	9464963	-	-	-
XS0200265709	CHF	1,169,000	-		1,169,000	-	9464964	-	-	-
XS0226380334	CHF	140,000	-		140,000	-	9464965	-	-	-
XS0248620899	CHF	546,000	-		546,000	-	9464966	-	-	-
XS0251180906	CHF	503,000	-		503,000	-	9464967	-	-	-
XS0270828584	CHF	780,000	-		780,000	-	9464968	-	-	-
ANN5214A1118	CHF	-	4,202		-	4,202	9464969	-	-	-
ANN5214A1373	CHF	-	10		-	10	9464970	-	-	-
XS0319862818	CHF	453,000	-		453,000	-	9464971	-	-	-
XS0322153270	CHF	598,000	-		568,000	-	9464972	30,000	-	CA55385
XS0322794578	USD	943,000	-		943,000	-	9464973	-	-	-
XS0323535418	USD	-	15		-	15	9464974	-	-	-
XS0325550472	CHF	495,000	-		495,000	-	9464975	-	-	-
XS0325550555	EUR	51,000	-		51,000	-	9464976	-	-	-
XS0326086716	CHF	795,000	-		765,000	-	9464977	30,000	-	CA55386
XS0328873681	CHF	753,000	-		703,000	-	9464978	50,000	-	CA55384
XS0329522758	CHF	1,345,000	-		1,345,000	-	9464979	-	-	-
CH0027120606	CHF	11,911,000	-		-	-	-	11,911,000	-	CH100164SUWAA42-2053
XS0294585889	CHF	245,000	-		245,000	-	9464980	-	-	-
XS0327165550	USD	20,000	-		20,000	-	9464981	-	-	-
XS0384379847	CHF	85,000	-		85,000	-	9464982	-	-	-
CH0034774536	CHF	125,000	-		-	-	-	125,000	-	CH100164SUWAA42-2057
XS0302351266	CHF	160,000	-		160,000	-	9464983	-	-	-
XS0376511928	CHF	125,000	-		125,000	-	9464984	-	-	-
XS0345288459	USD	70,000	-		70,000	-	9464985	-	-	-
CH0027120986	CHF	200,000	-		-	-	-	200,000	-	CH100164SUWAA42-2061
CH0027120770	EUR	-	160		-	-	-	-	160	CH100164SUWAA42-2062
XS0324890440	CHF	55,000	-		55,000	-	9464986	-	-	-
XS0228154158	CHF	50,000	-		50,000	-	9464987	-	-	-
XS0207361865	USD	-	30		-	30	9464988	-	-	-
CH0036891429	EUR	25,000	-		-	-	-	25,000	-	CH100164SUWAA42-2066
XS0251909478	CHF	-	160		-	-	9464989	-	-	-
ANN521338114	EUR	-	996		-	996	9464990	-	-	-
XS0268992145	USD	1,683,000	-		1,683,000	-	9464991	-	-	-
CH0036891148	CHF	181,000	-		-	-	-	181,000	-	CH100164SUWAA42-2070
CH0036891163	CHF	20,000	-		-	-	-	20,000	-	CH100164SUWAA42-2071



CS Entity: Neue Aargauer Bank AG

ISIN	Denominational Currency	Total Holdings at each (Sub-)Custodian			Euroclear Bank S.A. Account No. 94285			SIX SIS AG Account No. 20004518		
		Nominal	Units		Nominal	Units	Blocking No	Nominal	Units	Blocking No.
CH0036891262	CHF	87,000	-		-	-	-	87,000	-	CH100164SUWAA2-2072
CH0027120614	CHF	-	1,479		-	-	-	-	1,479	CH100164SUWAA2-2073
CH0027120705	USD	37,000	-		-	-	-	37,000	-	CH100164SUWAA2-2074
CH0036891080	CHF	1,543,000	-		-	-	-	1,543,000	-	CH100164SUWAA2-2075
XS0323005610	CHF	1,425,000	-		1,425,000	-	9464992	-	-	-
CH0027121026	CHF	3,639,000	-		-	-	-	3,639,000	-	CH100164SUWAA2-2077
XS0322789578	NOK	8,908,000	-		8,908,000	-	9464893	-	-	-
CH0036891122	CHF	2,320,000	-		-	-	-	2,320,000	-	CH100164SUWAA2-2079
CH0036891106	CHF	360,000	-		-	-	-	360,000	-	CH100164SUWAA2-2080
CH0027120804	CHF	-	402		-	-	-	-	402	CH100164SUWAA2-2081
XS0264966671	USD	2,785,000	-		2,785,000	-	9464894	-	-	-
XS0260445530	CHF	-	3,468		-	3,308	9464895	-	160	CA55985
CH0036891114	CHF	345,000	-		-	-	-	345,000	-	CH100164SUWAA2-2084
CH0036891379	CHF	880,000	-		-	-	-	880,000	-	CH100164SUWAA2-2085
CH0036891387	CHF	490,000	-		-	-	-	490,000	-	CH100164SUWAA2-2086
XS0353676082	CHF	1,697,000	-		1,697,000	-	9464896	-	-	-
CH0036891239	CHF	627,000	-		-	-	-	627,000	-	CH100164SUWAA2-2088
XS0217939650	CHF	130,000	-		130,000	-	9464897	-	-	-
XS0270174872	EUR	2,000	-		2,000	-	9464898	-	-	-
XS0320322901	CHF	40,000	-		40,000	-	9464899	-	-	-
XS0323005610	CHF	280,000	-		280,000	-	6056713	-	-	-
CH0036891239	CHF	205,000	-		-	-	-	205,000	-	SEME/6077302912162110

RECEIVED BY: [Signature]

DATE 10/29/09

TIME 3:36

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